

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

NEWSPAPER GUILD OF ST. LOUIS,)
LOCAL 36047,)
TNG-CWA,)

Plaintiff,)

vs.)

Case No. 4:09CV412 RWS

ST. LOUIS POST-DISPATCH, LLC,)

Defendant.)

MEMORANDUM AND ORDER

Plaintiff Local 36047 (“the Guild”) is a newspaper union seeking to compel arbitration under a provision of an expired collective bargaining agreement. The Guild contends that the agreement provided that Defendant Post-Dispatch would pay the full health care premiums for certain retirees for the remainder of their lives.

Post-Dispatch contends that its obligation to pay the premiums at issue along with its obligation to arbitrate the dispute both ceased with the expiration of the agreement. Based on this position Post-Dispatch has moved to dismiss the complaint.

In ruling on a motion to dismiss, I must accept as true all factual allegations in the complaint and view them in the light most favorable to Plaintiffs. Fed. R. Civ. P. 12(b)(6); Erickson v. Pardus, 127 S.Ct. 2197, 2200 (2007). An action fails to state a claim upon which relief can be granted if it does not plead “enough facts to state a claim to relief that is plausible on its face.” Bell Atlantic Corp. v. Twombly, 127 S.Ct. 1955, 1974 (2007). This simplified notice pleading standard relies on liberal discovery rules and summary judgment motions to define disputed facts and issues and to dispose of unmeritorious claims.” Romine v. Acxiom Corp., 296

F.3d 701, 711 (8th Cir. 2002).

The Guild's complaint states a plausible claim for relief. Without making a premature determination on the merits of either the issue of whether the retirees' benefits vested or whether the case is arbitrable I find that the complaint is sufficiently pleaded as to state a claim for arbitration.

Accordingly,

IT IS HEREBY ORDERED that Defendant Post-Dispatch's motion to dismiss [#9] is **DENIED.**



RODNEY W. SIPPEL
UNITED STATES DISTRICT JUDGE

Dated this 29th day of June, 2009.